

SOLICITATION, OFFER AND AWARD <small>(CONSTRUCTION, ALTERATION, OR REPAIR)</small>		1. SOLICITATION NO. HO4-846	2. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	3. DATE ISSUED 10/6/2004	PAGE OF PAGES Page 1 of 38
IMPORTANT--THE "OFFER" SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.					
4. SUBCONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 935755		5. W/O NO. 0120797	
7. ISSUED BY: SAIC FREDERICK NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CTR. P.O. BOX B BLDG. 1050, BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201			8. ADDRESS OFFER TO: SAIC FREDERICK NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CTR. P.O. BOX B BLDG. 1050, RM. 101, BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201 SOLICITATION # HO4-846 DUE DATE & TIME OCTOBER 29, 2004 AT 4 O' CLOCK PM BLDG. 1050, RM. 101, NCI-FREDERICK, FORT DETRICK		
9. FOR INFORMATION CALL:	A. NAME Teresa E. Belcher Email: belchert@ncifcrf.gov		B. TELEPHONE NO. (INCLUDE AREA CODE) (NO COLLECT CALLS) 301-846-7288		
SOLICITATION					
NOTE: IN ADVERTISED SOLICITATIONS "OFFER" AND "OFFEROR" MEAN "BID" AND "BIDDER".					
10. SAIC FREDERICK REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Facilities Maintenance and Engineering Specifications for Building, 538 Walk-In Environmental Chamber, dated September 29, 2004).</i> FIXED PRICE - CONTRACT PROVIDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, SUPPLIES, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE INSTALLATION OF A NEW WALK-IN CONTROLLED ENVIRONMENT ROOM IN BLDG. 538, ROOM 132 IN ACCORDANCE WITH THE ATTACHED FACILITIES MAINTENANCE AND ENGINEERING SPECIFICATION, 120797-PS-01, REV 2, DATED SEPTEMBER 29, 2004, WALK-IN ENVIRONMENTAL CHAMBER. <i>A PRE-BID SITE VISIT WILL BE HELD ON THURSDAY, OCTOBER 14, 2004 AT 11 O'CLOCK A.M. IN NCI-FREDERICK BUILDING 350, CONFERENCE ROOM.</i> IT IS HIGHLY RECOMMENDED THAT YOU ATTEND THE SITE VISIT AS THERE WILL NOT BE ANOTHER SCHEDULED VISIT. AWARD MAY BE MADE WITHOUT DISCUSSION OF PROPOSALS RECEIVED. OFFER SHOULD BE MADE INITIALLY ON THE MOST FAVORABLE TERMS, FROM A COST AND TECHNICAL STANDPOINT.					
11. THE SUBCONTRACTOR SHALL BEGIN PERFORMANCE WITHIN <u>7</u> CALENDAR DAYS AND COMPLETE IT WITHIN <u>77</u> CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED.					
12A. THE SUBCONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE BONDS AND PAYMENT BONDS; AMOUNT OF AWARD IS OVER \$25,000. § YES NO PERFORMANCE BOND 100% , PAYMENT BOND 100% OF ORDER					12B. CALENDAR DAY 7
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. SEALED OFFERS IN ORIGINAL AND <u>3</u> COPIES TO PERFORM THE WORK REQUIRED ARE DUE AT THE ROOM SPECIFIED IN ITEM 8 BY 4:00 P.M. LOCAL TIME OCTOBER 29, 2004. IF THIS IS A SEALED BID SOLICITATION, OFFERS WILL BE PUBLICLY OPENED AT THAT TIME. SEALED ENVELOPES CONTAINING OFFERS SHALL BE MARKED TO SHOW THE OFFEROR'S NAME AND ADDRESS, THE SOLICITATION NUMBER, AND THE DATE AND TIME OFFERS ARE DUE. B. ALL OFFERS ARE SUBJECT TO THE (1) WORK REQUIREMENTS, AND (2) OTHER PROVISIONS AND CLAUSES INCORPORATED IN THE SOLICITATION IN FULL TEXT OR BY REFERENCE. C. OFFERS PROVIDING LESS THAN <u>60</u> CALENDAR DAYS FOR ACCEPTANCE AFTER DATE OFFERS ARE DUE WILL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.					

OFFER (MUST BE FULLY COMPLETED BY OFFEROR)

14. NAME AND ADDRESS OF OFFEROR (INCLUDE ZIP CODE)

15. TELEPHONE NO. (INCLUDE AREA CODE)

16. REMITTANCE ADDRESS
(INCLUDE ONLY IF DIFFERENT THAN ITEM 14)

17. THE OFFEROR AGREES TO PERFORM THE WORK REQUIRED AT THE PRICES SPECIFIED IN STRICT ACCORDANCE WITH THE TERMS OF THIS SOLICITATION. IF THIS OFFER IS ACCEPTED WITHIN ____ CALENDAR DAYS AFTER THE DATE OFFERS ARE DUE. (INSERT ANY NUMBER EQUAL TO OR GREATER THAN THE MINIMUM REQUIREMENT STATED IN ITEM 13D. FAILURE TO INSERT ANY NUMBER MEANS THE OFFEROR ACCEPTS THE MINIMUM IN ITEM 13D.)

AMOUNTS *

18. THE OFFEROR AGREES (A) TO CARRY OUT THIS OFFER IF SAIC FREDERICK ACCEPTS IT BY SIGNING ITEM 30B WITHIN THE TIME SPECIFIED IN ITEM 17 AND (B) TO FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS.

19. ACKNOWLEDGMENT OF AMENDMENTS
(THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION--GIVE NUMBER AND DATE OF EACH)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO
SIGN OFFER (TYPE OR PRINT)

20B. SIGNATURE

20C. OFFER DATE

AWARD (TO BE COMPLETED BY SAIC FREDERICK)

21. ITEMS ACCEPTED:

PROJECT IDENTIFIED IN BLOCK #10 ON THE REVERSE SIDE.

22. AMOUNT:

23. ACCOUNTING AND APPROPRIATION DATA:

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 26

(ORIGINAL AND 2 COPIES UNLESS OTHERWISE SPECIFIED.)

26. PAYMENT WILL BE MADE BY:

SAIC FREDERICK
ACCOUNTS PAYABLE
P.O. BOX B
FREDERICK, MD 21702-1201

25. ADMINISTERED BY:

CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE.

☐ 27. NEGOTIATED AGREEMENT (SUBCONTRACTOR IS
REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
TO ISSUING OFFICE.)

SUBCONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS OR PERFORM ALL WORK, REQUISITIONS IDENTIFIED ON THIS FORM AND ANY CONTINUATION SHEETS FOR THE CONSIDERATION STATED IN THIS SUBCONTRACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS CONTRACT SHALL BE GOVERNED BY (A) THIS SUBCONTRACT AWARD, (B) THE SOLICITATION, AND (C) THE CLAUSES, REPRESENTATIONS, CERTIFICATIONS, AND SPECIFICATIONS OR INCORPORATED BY REFERENCE IN OR ATTACHED TO THIS SUBCONTRACT.

☐ 28. AWARD (SUBCONTRACTOR IS NOT REQUIRED TO SIGN
THIS DOCUMENT.)

YOUR OFFER ON THIS SOLICITATION IS HEREBY ACCEPTED AS TO THE ITEMS LISTED. THIS AWARD CONSUMMATES THE SUBCONTRACT, WHICH CONSISTS OF (A) THE SOLICITATION AND YOUR OFFER, AND (B) THIS SUBCONTRACT AWARD. NO FURTHER CONTRACTUAL DOCUMENT IS NECESSARY.

29A. NAME AND TITLE OF SUBCONTRACTOR, OR PERSON
AUTHORIZED TO SIGN (TYPE OR PRINT)

30A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

29B. SIGNATURE

29C. DATE

30B. SAIC FREDERICK
BY:30C. AWARD
DATE

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INTRODUCTION

GOVERNMENT RELATIONSHIP: This contract is awarded by the SAIC-Frederick, Inc., a subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute, Frederick. The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government

PART I—THE SCHEDULE

SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The Contractor shall furnish and install a new Walk-In Controlled Environment in Building 538, Room 132 as outlined in the Specification #120797-PS-01, Rev 2, Facilities Maintenance and Engineering Specifications for Walk-In Environmental Chamber, Building 538, dated September 29, provided as Attachment 1.

B.2. TYPE OF CONTRACT

This contract is a firm fixed price contract payable entirely in U.S. dollars. No additional sums will be payable on account of any escalation in the cost of materials, equipment, labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Changes in contract price or time to complete will be made only due to changes made by SAIC-Frederick, Inc. in the work to be performed.

B.3. ADVANCE UNDERSTANDING

A. Items/Facilities to be Furnished to the Contractor:

If available, the following utilities will be furnished at the job site. Once the contractor has received hook-up/termination approval from SAIC-Frederick, Inc., any hook-up/termination costs will be at the contractor's expense; however the usage of the utilities will be at no cost to the contractor. Telephone usage is limited to emergency calls in support of this contract.

X	Electricity
X	Water

B. Sanitary Facilities

The Contractor shall furnish and be fully responsible for its own sanitary facilities. NCI-Frederick toilet facilities are not available for use by contractor personnel.

SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. STATEMENT OF WORK

A. SCOPE

The Contractor shall furnish and install a new Walk-In Controlled Environment in Building 538, Room 132 as outlined in the Specification #120797-PS-01, Rev 2, Facilities Maintenance and Engineering Specifications for Walk-In Environmental Chamber, Building 538, dated September 29, provided as Attachment 1.

1. WARRANTY

Paragraph (b) of Clause 52.246-21, Warranty of Construction as contained in the General Provisions, Section I, provides for a 1-year warranty period from the date of project acceptance, or if occupancy of any part of the work occurs before acceptance, from the date of occupancy for the portion occupied. The time that any portion of the work is used for the subcontractor's benefit before project acceptance or occupancy, including any time required for testing as necessary or required under the subcontract will not count as part of the warranty period. Except in those instances where the subcontract makes paragraph (k) of Clause 52.246-21 applicable to certain required "brand name and model" requirements, the subcontractor warranty of the work runs for the 1-year period as defined, regardless of whether any commercial warranty coverage of materials, equipment or components expires earlier.

a. In addition to the Construction warranty above, the contractor shall comply with Paragraph (1.04) of Facilities Maintenance and Engineering Specification, 120797-PS-01, Rev 2, dated, September 29, 2004.

b. Existing conditions, which could void the materials or labor warranty, must be identified and brought to the attention of SAIC-Frederick prior to installation.

c. Warranty periods are calculated from date of project acceptance, as defined, regardless of whether any commercial warranty coverage of materials, equipment or components expires earlier. The time that any portion of the work is used for Seller's benefit before acceptance or occupancy, including any time required for testing as necessary or required under the subcontract, will not count as part of the warranty period.

d. Because of the potential impact to operations, the repair, correction or replacement of the equipment must be accomplished in the most expeditious manner with the maximum allowable response time being twenty-four (24) hours after notice. If any pattern of failure to timely respond and to expeditiously complete the required remedial action develops, Buyer may proceed to effect the necessary remedies at Seller's expense without waiting for the stated number of hours.

2. REQUIRED SERVICES

The Contractor shall provide at a minimum, but not limited to, each of the following services as may be required and/or directed by SAIC-Frederick to keep a safe working environment and/or to facilitate inspections, testing and accomplishment of the Contractor's work for the duration of the contract. Services will include the daily removal and proper disposal of debris from the project site and the NCI-Frederick, No asbestos materials (ACMs) will be used on any project at the NCI-Frederick facility.

3. INDEPENDENT CONTRACTOR

The Contractor in rendering the services hereunder shall be deemed to be an independent contractor and not an employee, agent or officer of SAIC-Frederick. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures. The Contractor will provide services to SAIC-Frederick in accordance with generally accepted professional practice.

B. REQUIRED REPORTS

SAIC-Frederick may determine the following reports are required; standard construction data, including but not limited to, daily log, weekly report and project construction schedule. These reports are a management responsibility to the Contractor.

C. MEETINGS

Progress meetings involving representatives of the Contractor and SAIC-Frederick personnel will generally be conducted monthly at Building 350, NCI-FCRDC by the COTR. More or less frequently held meetings may be necessary as determined by the COTR or the Project Manager in the absence of the COTR.

D. SCHEDULING

The Contractor shall maintain weekly, a detailed schedule. The schedule shall incorporate all appropriate milestones, including but not limited to, submittal reviews, procurement and delivery, punch-list, substantial completion, project acceptance, project closeout. The schedule must be in Gantt format. The Contractor shall provide written notification to the SAIC-F Contracting Officer of any actual or potential situations that threatens to delay the timely performance of work under this contract. The notification shall include all relevant information and shall be made immediately upon the contractor having knowledge of the actual or potential situation, which may delay this contract along with a mitigation plan.

SECTION D—PACKAGING AND MARKING

D.1. PACKAGING AND SHIPPING

Any deliverables required under this Contract, shall be packaged, marked, and shipped in accordance with commercial standards, or as specified herein. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials be delivered in immediate usable and acceptable condition.

SECTION E—INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

All services performed hereto shall be subject to inspection by Buyer, its agents and its customers at all times and places, whether during or after performance of services, and notwithstanding the terms of delivery or payment. In the event that services are not performed in accordance with the specifications and instructions of Buyer, Buyer may require appropriate corrective action be taken at Seller's expense. If Seller is unable or refuses to render the services again promptly, Buyer may terminate this subcontract for default.

When Seller considers the work to be completed and ready for final Buyers inspection and Operational Acceptance Testing, Seller shall notify Buyer in writing that substantial completion has been achieved. Said notification must also indicate that the subcontract documents have been reviewed and the work has been inspected and functionally tested by Seller and found to be in full compliance with the requirements of the subcontract, including all modifications and change orders. Seller shall be solely responsible for performing and completing the operational acceptance test for final acceptance immediately after Buyer approves the beginning of such test.

During acceptance testing, all Seller-installed components shall operate and perform at an operational availability of not less than 100% (i.e. no variations in temperature and no alarms) for the entire (7) calendar day acceptance testing period.

Upon completion of the Operational Acceptance testing, Seller and Buyer will jointly prepare a detailed punch list addressing all identified deficiencies. Buyer may add to or correct the punch list as necessary.

Seller shall promptly respond to the punch list noting any disagreement and provide a date(s) for completion of the work. Seller shall proceed to complete all required punch list items in a timely manner.

Warranty shall not commence until operational acceptance testing has been completed and system(s) accepted by Buyer in writing.

E.2 DEFINITIONS

- a. Substantial Completion Date: Date when all functional systems/Operational Acceptance Testing and project features are complete and only a small number of non-critical punch-list items remain. Project is capable of being used for its intended purpose.
- b. Non-critical punch-list items: Those deficiencies that are minor in nature determined by SAIC-F Contracting Officer but must be corrected to achieve contract acceptance
- c. Operational Acceptance Testing – The process of testing, operating, and demonstrating that the complete system functions as the contract requires.
- d. Project Acceptance: Date after substantial completion and SAIC-F has accepted the project with all punch list (non-critical) completed.
- e. Project Closeout: Date when SAIC-F has accepted all contractual requirements with final releases of liens/claims and final invoice paid to contractor.
- f. Business Day: 7:00 am – 4:30 pm Monday – Friday excluding Federal Holidays.

SECTION F—DELIVERIES OR PERFORMANCE

F.1. DATE OF DELIVERY/PERIOD OF PERFORMANCE

The Contractor shall deliver in accordance with the following schedule:

ITEM NUMBER	DESCRIPTION OF PRODUCT OR SERVICE	DATE FOR DELIVERY
1	Insurance Certificate	Within 7 calendar days of Award
2.	Bond (s)	Within 7 calendar days of award
3.	Project Schedule	Prior to Award
4.	Lower Tier Subcontractors (1413)	Prior to on-site
5.	Contractor Representative Information	Prior to on-site work
6.	Emergency Contacts List	Prior to on-site work
7.	Payrolls	Bi-weekly – (Friday)
8.	Worksite safety Plan	5 days prior to mobilization
9.	MSDS	Prior to on-site work
10.	Daily Reports	COB Daily
11.	Invoices	In accordance with Section G

SECTION G—CONTRACT ADMINISTRATION DATA

G.1. CONTRACT REPRESENTATIVES

1. SUBCONTRACT ADMINISTRATION

SAIC-FREDERICK, INC

ADDRESS	SAIC SUBCONTRACT ADMINISTRATOR	CONTACT INFORMATION
SAIC- Frederick, Inc.	Teresa E. Belcher	Phone: 301-846-7288
P.O. Box B, Building 1050	Subcontract Specialist	Fax: 301-846-6541
Frederick, MD 21702		Email: belchert@ncicrf.gov

CONTRACTOR

ADDRESS	SUBCONTRACT ADMINISTRATION	CONTACT INFORMATION
Contractor:	Name:	Phone:
Street address:	Title:	Fax:
City, state, zip:		Email:

2. TECHNICAL REPRESENTATIVES

The following person is appointed as the SAIC Contracting Officer Technical Representative (COTR). See Section H. 1. for the duties and authority of the COTR relating to this contract.

SAIC-FREDERICK, INC

ADDRESS	SAIC REPRESENTATIVE	CONTACT INFORMATION
SAIC- Frederick, Inc.	John Bell	Phone: 301-846-1306
P.O. Box B, Building 324	COTR	Fax: 301-846-6324
Frederick, MD 21702		Email: bellj@ncifcrf.gov

Regarding technical representation as relating to this subcontract, the contractor hereby appoints the following person:

CONTRACTOR

ADDRESS	SUBCONTRACT ADMINISTRATION	CONTACT INFORMATION
Contractor:	Name:	Phone:
Street address:	Title:	Fax:
City, State, Zip		Email:

G.2. INVOICES

Invoices shall be prepared and submitted as follows:

An original and two (2) copies to the following:

ADDRESS	SAIC SUBCONTRACT ADMINISTRATOR	CONTACT INFORMATION
SAIC- Frederick, Inc.	Teresa E. Belcher	Phone: 301-846-7288
P.O. Box B, Building 1050	Subcontract Specialist	Fax: 301-846-6541
Frederick, MD 21702		Email: belchert@ncifcrf.gov

Inquiries regarding payment of invoices should be directed to the attention of the above SAIC Subcontract Administrator.

The due date for making payment is NET 30 after the SAIC Subcontract Administrator receives a proper payment request/invoice.

An invoice is a written request for payment under the contract for items delivered or services rendered. In order to be deemed proper an invoice must include, as applicable, the following:

- Invoice date (Note: Date of Subcontractor's invoice may not be earlier than the delivery date of the goods or service)
- Contractor's Name
- Contract Number
- Description of items or services by CLIN, quantity, contract unit of measure, contract unit price, and extended total
- Payment terms and any trade discounts or allowances
- Name and address to which payment is to be sent; and
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice

SAIC-Frederick shall pay the Subcontractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for products delivered and/or services rendered and accepted contractor release of claims/liens, and less any deductions provided in this contract.

A proper invoice will be deemed to have been received when it is received by the office designated in this contract for receipt of invoices and acceptance of the items delivered or services rendered have occurred.

Payment shall be considered made on the date on which a check for such payment is dated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H. 1. SAIC CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The following COTR will represent SAIC-Frederick, Inc. for the purpose of this contract:

COTR NAME	John Bell
PHONE	301-846-1306
EMAIL ADDRESS	Email: bellj@ncifcrf.gov

The COTR is responsible for: (1) monitoring and documenting the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) performing technical evaluation as required; (3) performing scheduled and unscheduled technical inspections; (4) assisting the contractor in resolution of technical problems encountered during performance; and (5) monitoring site activity for compliance with contract safety and labor requirements.

For guidance from the COTR to be valid, it must (1) within the limitations of the ordering clause (2) be consistent with the description of work set forth in this contract; (3) not constitute new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into this contract; (4) not constitute a basis for an extension to the period of performance or contract delivery schedule; (5) not constitute a basis for any increase in the contract price.

Only the Contracting Officer has authority to: (1) increase or decrease the contract amount; (2) direct or negotiate and execute changes; (3) modify or extend the period of performance; (4) change the schedule of completion; (5) authorize payment under this subcontract; (6) otherwise modify any terms or conditions of this subcontract.

H.2. SUBCONTRACTOR REPRESENTATIVES

In accordance with Section I, General Provision Clause 52.236-6, the contractor will provide a competent full time foreman or superintendent satisfactory to SAIC-Frederick. Said representative shall have authority to act for the subcontractor on the work site at all times.

Prior to mobilization, the contractor shall supply to the Contracting Officer a listing of all company officials representing the chain of authority from the site superintendent to the President (or the owner (s) in the case of a partnership or proprietorship) including information of those people's names, titles, locations, and telephone numbers.

H.3. EMERGENCY CONTACTS

Before work is started, the contractor will designate the names, addresses, and telephone numbers of those persons (normally including the foreman or superintendent) to be contacted in

case of emergencies occurring outside the regular hours of work, with at least one alternate so designated. Similar information shall be furnished for principal lower tier subcontractors.

H. 4. PARKING

All personnel engaged on the site by the contractor shall park their vehicles on the parking lot as directed by the COTR. Only necessary work vehicles shall be allowed at the construction site.

The COTR shall act as the principle liaison between the subcontractor and other activities on site to provide or obtain (but not limited to):

- (a) Entrance information and routes for delivery of supplies and equipment.
- (b) Storage areas for the subcontractor's materials and equipment. (Generally limited to the subcontractor's site.)
- (c) Parking areas for subcontractor's trucks, cranes, etc.
- (d) Approvals, clearances, permits, and inspections.
- (e) Notification to affected activities regarding interruptions of service.
- (f) Compliance of the subcontractor with the general and specific requirements listed herein.

Contractors shall promptly comply with all orders and directions of uniformed Police and Firemen on the site.

H.5. LOWER TIER SUBCONTRACTORS

Within fourteen (14) days after date of award, the subcontractor shall comply with Section I, General Provision Clause 52.222-11, Subcontract Labor Standards by completing, for each lower Tier subcontractor subject to the labor provisions of the subcontract, the Statement and Acknowledgement Form (SF 1413). Copies of the form may be obtained from the Contracting Officer and it may be reproduced. As an alternative to using the form, the subcontractor may furnish all of the required information and signatures on plain paper. Note that the information of lower tier subcontracting is required with fourteen (14) days after the subcontract award of any lower tier subcontractors.

In addition to the reporting of those lower tier subcontracts subject to the labor provisions listed in Block 12 of SF 1413, the subcontractor is required to provide to the Contracting Officer with fourteen (14) calendar days a complete listing of other lower tier orders which represent a significant portion of the total effort, including all in excess of \$25,000. Any of these other lower tier orders that are subsequently awarded must be reported within fourteen (14) calendar days after award.

H. 6. ASBESTOS

In the event material containing asbestos or which is suspected of containing asbestos is found on the site, the subcontractor shall stop work in the immediate area and notify the COTR. Under no condition will the subcontractor disturb, remove, store, or dispose of material containing or

suspected of containing asbestos.

H 7. BRAND NAME - TRADE NAME REFERENCES

As provided by Section I, General Provision Clause 52.236-5, Material Workmanship, references in the specifications to brand name, trade names, or patented processes are to be regarded as establishing a standard of quality. Approval of substitutions of material and equipment to be incorporated in the work shall be obtained from the Contracting Officer in accordance with the provision of this clause.

H. 8. SAFETY AND ENVIRONMENTAL

Safety and environmental requirements are stated in the contract and in the attached specifications. Failure of the contractor to meet safety and environmental requirements or failing to properly instruct, train, and supervise workers, will be considered a material breach of contract. Such a breach may result in suspension of the work or termination of the contract, until necessary corrections are made to assure a safe, healthy, and compliant environment.

The contractor is required to comply with all applicable federal, state, and local regulations on occupational safety and environmental protection to include, as a minimum: 29 CFR 1910; 29 CFR 1926; 40 CFR; 49 CFR; COMAR Title 26; Executive Order 12856; NCI-Frederick Spill Prevention, Control, and Countermeasures Plan; Fort Detrick National Pollutant Discharge Elimination System Permit MD0020877.

The contractor is required to notify the Contracting Officer immediately of any visit to their worksite by a federal, state, or local regulatory official or of any notice of violation or citation by a regulatory official. The contractor is required to provide the Contracting Officer with a copy of the final citation after any negotiation with the regulatory agency.

“Hazardous Chemical Report” and “**Chemical Usage Report**”, located in Section J, must be submitted with MSDS’s stating any products and/or chemicals that have been brought on site. The contractor must provide Hazardous Chemical Report, Chemical Usage Report and the MSDS’ to the Contracting Officer prior to bringing any products and/or chemicals onsite.

Contractors will be required to provide/ maintain a current MSDS for all products and/or hazardous chemicals/chemicals brought onto NCI-Frederick property.

- Before transporting and storing hazardous materials to job site, the Contractor will submit to SAIC-Frederick, MSDS and the completed Contractor Hazardous Chemical Report Form for all chemicals, fluids, oils, fuels, glyxols and any other hazardous materials used in the construction, storage, startup and commissioning of the equipment, in accordance with the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) hazard communication and right-to-know

requirements in 29 CFT 1910.1200 (g). A copy of the NCI-Frederick Contractor Hazardous Chemical Report is provided at Attachment 5.

- If the contractor brings any additional products and/or chemicals on site an MSDS must be provided for those products and/or chemicals and the chemical usage report must be updated listing the additional products and/or chemicals. A copy of the NCI-Frederick Contractor Chemical Usage Report is provided at Attachment 4.

H. 9. DISPOSAL OF HAZARDOUS WASTE

The Contractor must coordinate with COTR for disposal of any EPA or MDE-regulated hazardous waste generated during demolition or construction. Regulated hazardous waste generated at NCI-Frederick facilities must be disposed of through NCI-Frederick established procedures.

H. 10. WORKSITE SAFETY PLAN

The contractor is required to provide a signed copy of their worksite safety plan to the Contracting Officer for acceptance prior to on-site activities but no later than 5 work days prior to mobilization. Work **may not** commence until the plan is received by the Contracting Officer. Adherence to the worksite safety plan is the responsibility of the contractor, and the conduct of SAIC-Frederick in the monitoring of the contractor's safety practices will not relieve the contractor of any contractual or regulatory requirements, including applicable legal requirements. The plan shall include but will not be limited to designation of:

- Safety Coordinator: A person responsible for safety and fire protection at the project site for the duration of the project.
- Job-Site Safety Plan: The Job-Site Safety Plan shall be submitted at least 5 work days prior to mobilization to the site for approval by the COTR. At a minimum, the plan shall detail the procedures, designated persons, instructions and reports to be used to assure job-site safety for all contractors, subcontractors and other occupants.
- Occupational Safety and Health: This contract is subject to Title 29 of the Code of Federal Regulations, Part 1910 "Occupational Safety and Health Standards" and Part 1926 "Safety and Health Regulations for Construction" pursuant to the Occupational Safety and Health Act (OSHA) of 1970 administered by the U.S. Department of Labor, Occupational Safety and health Administration and any subsequent applicable enforced revisions.

H.11. FIRE PREVENTION

Any process producing a spark, flame, or heat is subject to the requirements of NCI-Frederick Health, Safety and Environmental Compliance Program Manual. The contractor must coordinate with the Project Manager to obtain a Hot Work Permit from the Fort Detrick Fire Department prior to commencement of any work covered by the above regulations. This requirement includes, but is not limited to, work involving cutting, soldering, torching or welding. While the Contractor retains responsibility for obtaining the Hot Work Permit, the Project Manager shall facilitate Contractor's acquisition of the Hot Work Permit by contacting the Fort Detrick Fire Department either on behalf of or along with the Contractor. The Project Manager must receive a copy of a current valid Hot Work Permit each time hot work will be performed under this contract. The Fort Detrick Fire Department is located in building 1504 and may be reached by phone at (301) 619-2528. This number is operational 24 hours a day, seven days a week. A copy of the Hot Work Permit must be maintained at the worksite during the period of the hot work. The Contractor is required to provide and have onsite an operational ABC type fire extinguisher during all hot work operations.

H.12 HOT WORK INSURANCE

If a Hot Work Permit is obtained, the Contractor is required to acquire additional insurance as set forth in Section 19, SAIC-Frederick Terms and Conditions. The subcontractor shall procure at its expense, and maintain insurance for Open Flame Work in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate providing coverage for the claims arising out of the performance of this order.

H.13 TAXES

Any sales tax paid must be invoiced as a separate line item and identified as Sales Tax Paid. Reference Paragraph 10 of SAIC-Frederick Terms and Conditions, Attachment 8.

H.14 LIQUIDATED DAMAGES

If the Subcontractor fails to complete the work within the time specified in the contract, the Subcontractor shall pay liquidated damages to SAIC-Frederick, Inc. in the amount of \$322.00 for each calendar day of the delay until the work is complete or accepted.

H.15. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

The contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

PART II—CONTRACT CLAUSES

SECTION I—CONTRACT CLAUSES

USE OF GOVERNMENT CLAUSE PROVISIONS

Although SAIC Frederick, Inc. is a commercial organization, in the interest of economy, we have utilized Government clauses with the following changes:

Where the words “Contracting Officer” or “Government” appear, it shall be understood to mean “Prime Contractor” provided; however, that such substitution in no way supersedes or diminishes any rights or responsibilities of the Government under public law, Federal Acquisition Regulations, or in the terms of the prime contract, including, but not limited to, the right to review, audit, and approve any records or procedures of the Subcontractor. Where the word “Contractor” appears, it shall be understood to mean “Subcontractor” and where “Contract” appears, it shall be understood to mean “Subcontract”.

These above conditions also apply to the usage of these words as they appear through the SPECIAL PROVISIONS and all other terms and conditions applicable to this contract.

A. FEDERAL ACQUISITION REGULATIONS

The following Federal Acquisition Regulations clause provisions are incorporated by reference and have the same force and effect as if they were in full text. Upon request, the Contracting Officer will make the following clauses available in full text. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FIXED PRICE CLAUSES

Reg	Clause	Date	Clause Title
FAR	52.202-1	Dec-01	Definitions, Alternate I (May 2001)
FAR	52.203-3	Apr-84	Gratuities
FAR	52.203-5	Apr-84	Covenant Against Contingent Fees
FAR	52.203-7	Jul-95	Anti-Kickback Procedures
FAR	52.203-8	Jan-97	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan-97	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.211-10	Sep-00	Commencement, Prosecution, and Completion of Work (<i>first blank: within 7 days</i>) <i>Alt. 1</i>

FAR	52.211-5	Aug-00	Material Requirements
FAR	52.211-12	Sep-00	Liquidated Damages
FAR	52.211-13	Sep-00	Time Extensions
FAR	52.215-10	Oct-97	Price Reduction for Defective Cost or Pricing Data
FAR	52-215-2	Jun-99	Audit and Records - Negotiation
FAR	52.215-11	Oct-97	Price Reduction for Defective Cost or Pricing Data – Modification
FAR	52.215-14	Oct-97	Integrity of Unit Prices
FAR	52.215-15	Jan-04	Pension Adjustments and Asset Reversions
FAR	52.215-19	Oct-97	Notification of Ownership Changes
FAR	52.216-7	Mar-00	Allowable Cost and Payment
FAR	52.217-9	Mar-00	Option to Extend the Term of the Contract
FAR	52-219-14	Oct-96	Limitation on Subcontracting
FAR	52.222-1	Feb-97	Notice to the Government of labor Disputes
FAR	52.222-3	Jun-03	Convict Labor
FAR	52.222-4	Sep-00	Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR	52.222-6	Feb-95	Davis Bacon Act
FAR	52.222-7	Feb-88	Withholding of Funds
FAR	52.222-8	Feb-88	Payrolls and Basic Records
FAR	52.222-9	Feb-88	Apprentices and Trainees
FAR	52.222-12	Feb-88	Contract Termination - Debarment
FAR	52.222-15	Feb-98	Certification of Eligibility
FAR	52.222-21	Feb-99	Prohibition Of Segregated Facilities
FAR	52.222-23	Feb-99	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
FAR	52.222-26	Apr-02	Equal Opportunity
FAR	52.222-27	Feb-99	Affirmative Action Compliance Requirements for Construction
FAR	52.222-35	Dec-01	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.222-36	Jun-98	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Dec-01	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.223-3	Jan-97	Hazardous Material Identification and Material Safety Data
FAR	52.223-5	Apr-98	Pollution Prevention and Right-to-Know Information
FAR	52.223-6	May-01	Drug-Free Workplace
FAR	52.223-14	Aug-03	Toxic Chemical Release Reporting

FAR	52.225-13	Dec-03	Restrictions on Certain Foreign Purchases
FAR	52.228-2	Oct-97	Additional Bond Security
FAR	52.228-5	Jan-97	Insurance –Work on a Government Installation
FAR	52-228-15	Jul-00	Performance and Payment Bonds
FAR	52.229-3	Apr-03	Federal, State and Local Taxes (See SAIC Terms and Conditions for information on Maryland Sales and Use Tax Application)
FAR	52.232-1	Apr-94	Payments
FAR	52.232-8	May-97	Discounts for Prompt Payment
FAR	52.232-9	Apr-94	Limitation on Withholding of payments
FAR	52.232-11	Apr-84	Extras
FAR	52.233-1	Jul-02	Disputes
FAR	52-236-1	Apr-84	Performance of Work by Contractor
FAR	52.236-2	Apr-84	Differing Site Conditions
FAR	52-236-3	Apr-84	Site Investigations and Conditions Affecting the Work
FAR	52.236-5	Apr-84	Material and Workmanship
FAR	52.236-6	Apr-84	Superintendence by the Contractor
FAR	52.236-7	Nov-91	Permits and Responsibilities
FAR	52.236-8	Apr-84	Other Contracts
FAR	52.236-9	Apr-84	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements
FAR	52.236-10	Apr-84	Operations and Storage Areas
FAR	52.236-11	Apr-84	Use and Possession Prior to Completion
FAR	52.236-12	Apr-84	Cleaning Up
FAR	52.236-13	Nov-91	Accident Prevention
FAR	52.236-14	Apr-84	Availability and Use of Utility Services
FAR	52.236-15	Apr-84	Schedules for Construction Contracts
FAR	52.236-17	Apr-84	Layout of Work
FAR	52.236-21	Feb-97	Specifications and Drawings for Construction Alt. I (Apr-84)
FAR	52.236-26	Feb-95	Preconstruction Conference
FAR	52.242-13	Jul-95	Bankruptcy
FAR	52.242-14	Apr-84	Suspension of Work
FAR	52.243-5	Apr-84	Changes and Changed Conditions
FAR	52.244-2	Aug-98	Subcontracts *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.

FAR	52.245-2	Jun-03	Government Property
FAR	52.246-12	Aug-96	Inspection of Construction
FAR	52.246-21	Mar-94	Warranty of Construction
FAR	52.248-3	Feb-00	Value Engineering - Construction
FAR	52.249-2	Sep-96	Termination for Convenience of the Government, Alternate I (Sep 1996)
FAR	52.249-10	Apr-84	Default
FAR	52.253-1	Jan-91	Computer Generated Forms

FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK-APR 84

A) The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work performance. The contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made part of this contract. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(B) The Government assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions, which effect the work of any of its officers or agents before execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of Clause)

B. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS

This subcontract incorporates the following DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION HHSAR 48 Chapter 3 clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.hhs.gov/ogam/oam/procurement/hhsar.html>

HHSAR	352.202-1	Jan-01	Definitions
HHSAR	352.232-9	Apr-84	Withholding of Contract Payments
HHSAR	352.270-4	Jan-01	Pricing of Adjustments
HHSAR	352.270-6	Jul-91	Publications and Publicity
HHSAR	352.270-7	Jan-01	Paperwork Reduction Act

C. SAIC-FREDERICK, INC. - TERMS AND CONDITIONS

This subcontract incorporates the following SAIC – Frederick Inc. Terms and Conditions dated 4/08/04

1. GOVERNMENT RELATIONSHIP

This Order is made by SAIC-Frederick, Inc., a Subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute at Frederick (NCI-Frederick). The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract, which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

2. GENERAL RELATIONSHIP

The Seller is not an employee of SAIC-Frederick, Inc. for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

3. DEFINITIONS

Buyer – SAIC-Frederick, Inc.

Seller – The party (contractor) receiving the award from SAIC-Frederick, Inc.

Contracting Officer – The SAIC-Frederick, Inc. person with the authority to enter into and administer Orders. The term includes authorized representatives of the Contracting Officer acting within their delegated authority.

Order – The contractual agreement between SAIC-Frederick, Inc. and the Seller.

Special Definitions – See paragraph 4 for the special definitions that apply in the use of the solicitation and award clauses of this Order.

4. SOLICITATION AND AWARD CLAUSES – SPECIAL DEFINITIONS

FAR clauses included in this Order, including any solicitation document, shall be interpreted as follows:

Unless a purposeful distinction is made clear and the context of the clause requires retention of the original definition, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Order, the term “Subcontractor” shall mean subcontractors of Seller at any tier, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean SAIC-Frederick, Inc. and SAIC-Frederick’s Contracting Officer, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a contractor to SAIC-Frederick, Inc. to insure Seller’s obligations to SAIC-Frederick, Inc. and to the United States Government, and to enable SAIC-Frederick, Inc. to meet its obligations under its Prime Contract.

Full text of the referenced clauses may be found in the FAR (Code of Federal Regulation [CFR] Title 48), obtainable from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or online at <http://www.arnet.gov/far/>.

Copies of the clauses will be furnished by the Contracting Officer upon request.

5. ENTIRE AGREEMENT

This Order, including all attachments and/or documents incorporated by reference by Buyer, shall constitute the entire agreement between Buyer and Seller. No other document (including Seller’s proposal, quotation or acknowledgement forms, etc.) shall be a part of this order, even if referred to, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this Order may be waived or modified except in writing by Buyer.

6. ACCEPTANCE AND MODIFICATION OF TERMS

Acceptance of this Order by Seller may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the

parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

7. LEGAL CONSTRUCTION AND INTERPRETATIONS

This Order shall be governed by and interpreted in accordance with the principles of Federal Contract Law, and to the extent that Federal Contract Law is not dispositive, and the state law becomes applicable, the law of the State of Maryland shall apply.

8. COMPLIANCE WITH LAWS AND REGULATIONS

Seller shall submit all certifications required by Buyer under this Order and shall at all times, at its own expense, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations.

9. GIFTS

Seller shall not make or offer a gratuity or gift of any kind to Buyer's employees or their families. Seller should note that the providing of gifts or attempting to provide gifts under government subcontracts might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-58).

10. MARYLAND SALES AND USE TAX

The State of Maryland has issued Direct Payment Permit #3 to SAIC-Frederick, Inc. for all vendor purchases for the NCI-Frederick effective August 29, 1996. A copy of this certificate is available to vendors upon request. SAIC-Frederick, Inc. is authorized to make direct payment of sales and use tax to the State of Maryland and vendors are not to add sales tax to invoices, nor are they responsible for collection of such taxes for purchases by SAIC-Frederick, Inc. for the NCI-Frederick after the above date.

11. BUYER FURNISHED DATA AND MATERIALS

All data and materials furnished by Buyer to Seller under this Order including drawings, specifications and written information and Buyer-owned parts and/or Buyer-owned tools and equipment shall be used solely for the work to be performed under this Order. Seller shall repair and maintain all tools at its' own expense unless agreed to otherwise. Seller agrees to promptly return all such data and materials upon completion of the work or termination of this Order. Seller agrees to return all materials in the same condition as delivered to Seller, reasonable wear and tear excepted.

12. NOTICE OF DELAY

Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this Order. Such notice shall, at a minimum, describe the cause, effect, duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to the Buyer of all changes to such conditions.

13. CHANGES AND SUSPENSION

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to the Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

14. ADVERTISING

Seller agrees that prior to the issuance of any publicity or publication of any advertising that in either case makes reference to this Order, or to Buyer, Seller will obtain the written permission of Buyer with respect thereto.

15. CONFIDENTIAL INFORMATION

Seller shall not at any time, even after the expiration or termination of this Order, use or disclose to any person for any purpose other than to perform this Order, any information it receives, directly or indirectly from Buyer in connection with this Order, except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.

Seller shall not disclose to Buyer any information that it deems to be confidential or proprietary, and it is understood that no information received by Buyer, including manuals, drawings and documents, will be of a confidential nature or restrict in any manner the use or disclosure of such information by Buyer. Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of Buyer.

16. INDEMNIFICATION

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its lower tiers, or their employees, agents or representatives arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to any claims that are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

17. INFRINGEMENT INDEMNITIES

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (II) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (III) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

18. NON-WAIVER OR RIGHTS

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

19. INSURANCE REQUIREMENTS-FOR WORK ON A GOVERNMENT INSTALLATION

If this Order entails effort on a Government installation, including any off-site buildings owned or leased by the Government, the Seller must provide and maintain the minimum amounts of insurance stated below. At Buyer's request, Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage(s) are in force and providing not less than thirty days written notice prior to any cancellation or restrictive modification of the policies.

Further, the required insurance coverage(s) below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverage(s) and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

Seller agrees to purchase and maintain at it's own expense the following insurance coverage(s) with minimum limits as stated:

- (i) Statutory Workers' Compensation and Employer's Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;
- (ii) Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in this Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insureds and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
- (iii) Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insureds on the policy;
- (iv) Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.
- (v) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer that may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.

20. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

Seller shall not, nor shall Seller authorize or permit its employees, agents or lower tiers to disclose, export or re-export any Buyer information, or any process, product or service that is produced under this Order, without prior notification to Buyer and complying with all applicable Federal, State and local laws, regulations and ordinances, including the regulations of the U.S. Department of Commerce and/or the U.S. Department of State. In addition, Seller agrees to immediately notify Buyer if Seller is listed in the Table of Denial Orders published by the Department of Commerce or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part.

The subject technology of this Subcontract (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports of any U.S. technology to Iran, Iraq, Libya, North Korea, Sudan, Cuba, and other destinations under U.S. sanction or embargo are forbidden.

Access to certain technology ("Controlled Technology") by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person's country of origin. SELLER is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. SELLER shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.

SELLER hereby certifies that all SELLER employees who have access to the Controlled Technology are U.S. citizens, have a valid green card or, have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324 b (a) (3). Any non-citizens who do not meet one of these criteria are "Foreign Persons" within the meaning of this clause and have been authorized under export licenses to perform their work hereunder.

21. ASSIGNMENT

Neither this Order nor any interest herein may be assigned, in whole or in part, without the prior written consent of Buyer except that the Seller shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the business and assets of the Seller relating to the subject matter of this Order. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the Seller under this Order, and that the Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

Notwithstanding the foregoing, any amounts due the Seller may be assigned in accordance with the provisions of the clause 52.232-23, Assignment of Claims.

In the event the prime contract of SAIC-Frederick, Inc. with the Government is succeeded by a successor contractor selected by the Government, this Order may be assigned to the successor contractor.

22. DISPUTES

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Seller shall proceed diligently with the performance of this Subcontract.

23. NOTIFICATION OF DEBARMENT/SUSPENSION

By acceptance of this Order either in writing or by performance, Seller certifies that as of the date of award of this Order neither the Seller, lower tiers, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during performance of this Order the Seller or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

24. QUALITY ASSURANCE

The Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit Seller's facilities or such parts thereof as may be engaged in work relating to this Order in order to verify that Seller's performance is in accordance with all requirements of this Order. In addition, the Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit the facilities of the Seller's lower tiers or such parts thereof as may be engaged in work relating to this Order. The Seller shall include a like provision in all related lower-tier subcontracts. Nothing herein shall give the Buyer the right to issue direct orders or instructions to Seller's lower tiers. Seller shall be furnished prior notice of any planned visit.

25. ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between these SAIC Terms and Conditions and the Order issued, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1) The Order and any provisions.
- 2) SAIC-Frederick, Inc. Standard Terms and Conditions and Exhibits thereto.
- 3) Specifications
- 4) Drawings
- 5) Other documents or exhibits when attached.

26. TERMINATION

Buyer may terminate this Order (in whole or in part) for convenience or for cause pursuant to the Federal Acquisition Regulation Part 49, "Terminations of Contracts" and/or the provisions of the individual Order.

27. SECURITY

Under its contract with NCI-Frederick, SAIC-Frederick, Inc. may be required to conduct, on persons performing work on Government Owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable SAIC-Frederick, Inc. to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth, and country of birth. Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to NCI-Frederick or any controlled premises.

(End of SAIC Terms and Conditions of 4/08/04)

PART III—LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J—LIST OF ATTACHMENTS

J.1. ATTACHMENTS

Attachment	Description	Number of Pages
1	Specification No.120797-PS-01, Rev.2, September 29, 2004	8
2	SAIC Engineering Dept Sketch # SKA-538-0001-G01, Building 538 Replace Cold Room 132, dated September 21, 2004	1
3	Wage Determination, #MD20030026 dated 07/02/04	7
4	Contractor Hazardous Chemical Report	1
5	Chemical Usage Report	1
6	Daily Report	2
7	Performance Bond	1
8	Payment Bond	1
9	Representations and Certifications	25

PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION K—REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

All pages of Attachment (9), Representations and Certifications, must be completed and submitted with the contractor's proposal. At time of award, the Representations and Certifications made by the contractor shall be physically removed from the award document and incorporated by reference. The originals shall be retained as part of the SAIC-F contract file.

SECTION L— INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. DEFINITIONS

See Section I, SAIC-Frederick Standard Terms and Conditions, Paragraph 2 and 3 for definitions. The definitions are particularly important in using the standard Government (FAR) clauses of Sections I and L.

L2. CLAUSES

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998
This contract incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Full text is available on the worldwide web: www.arnet.gov/far

52.215-1 Instruction to Offerors Feb 2000

FAR 52.216-1 Type of Contract Apr 1984

SAIC contemplates award of a fixed price contract resulting from this solicitation.

L.3 RIGHT TO AWARD BASED ON INITIAL OFFER

SAIC-Frederick, Inc. reserves the right to award a contract based on initial offers received without discussions of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price, technical, and schedule standpoint.

SAIC-Frederick, Inc. has determined there is a high probability of adequate price competition for this acquisition. Upon examination of the initial offers, SAIC will review this determination and if, in SAIC's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if any time during this competition SAIC determines that adequate price competition no longer exists, offerors may be required to submit pricing information to the extent necessary for the contracting officer to determine the reasonableness of the price.

SAIC-Frederick, intends to award a contract without discussions with respective Offerors. However, SAIC-Frederick reserves the right to conduct discussions if deemed in its or the government's best interest.

SAIC-Frederick may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

L.4 SUBMISSION OF OFFERS

Submit signed and dated offers to the office specified in this Solicitation at or before the exact time specified in Part A, Section 8.

L.5 PROPOSAL SUBMISSION REQUIREMENTS

To assure timely and equitable evaluation of proposals, Offeror must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of three (3) separate parts: **Part I** – Price Proposal, **Part II** – Schedule and **Part III** – Past Performance

Part I - Price Proposal – (Submit Original and (3) copies)

1. Complete blocks 14, through 20 of the RFP, “SOLICITATION, OFFER AND AWARD”. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through J. These sections constitute the model contract
2. Complete the necessary fill-ins and certification identified in Section K, Representations and Certifications. The entire document must be completed and signed.
3. This solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration.
4. Complete and submit Section G.

Part II – Project Schedule Information – (Submit originals and (3) Copies)

The Contractor shall submit a detailed schedule. The schedule shall incorporate all appropriate milestones, including but not limited to, submittal reviews, procurement and delivery, punch-list, substantial completion, project acceptance, project closeout. The Contractor shall consider an anticipated Contractor Notice to Proceed on November 15, 2004.

Part II – Past Performance – (Submit originals and (3) Copies)

Provide five (5) detailed examples of previous projects of similar cost, scope and complexity completed in the last five years. For each project presented supply references to include:

Synopsis of project:

Name of firm

Name of contact

Telephone number of contact

Date of the work

SECTION M— EVALUATION FACATORS FOR AWARD

BASIS FOR CONTRACT AWARD

This is a lowest price technically acceptable solicitation. Award will be made to the contractor offering the lowest price while meeting the schedule requirements and receiving a favorable past performance rating.

Contractor Hazardous Chemical Report**(Attachment 4)**

Complete this form and provide a Material Safety Data Sheet (MSDS) for each hazardous chemical that the contractor (and any subcontractors) will bring onto NCI-Frederick property. The contractor must provide the form and MSDS **before** bringing the hazardous chemical on site.

Report **all chemicals** for which an MSDS is required, **including but not limited to:**

- Freons, glycols, corrosion inhibitors, and antimicrobial agents in HVAC systems.
- Freons in non-consumer refrigerating systems (controlled temperature rooms, ultra-low freezers, and incubators).
- Emergency generator fuels.
- Mercury-containing equipment (switches, thermostats)

Please list each hazardous chemical on a separate sheet.

Chemical or Product Name _____

Synonyms (if any) _____

Location(s) _____

Amount/volume (units) _____

Chemical on site from _____ (date) to _____ (date)

Material Safety Data Sheet attached: Yes _____ No _____

I certify that this information is true and accurate, and that I have listed all hazardous chemicals as defined in 29 CFR 1910.1200. I am aware that there are significant penalties for submitting false or incomplete information.

Signature _____ Date _____

Print Name _____

Company _____

References:

1. 29 CFR 1910.1200 - Hazard Communication.
2. 40 CFR Part 370 - Hazardous Chemical Reporting: Community Right-to-Know.
3. 40 CFR Part 372 - Hazardous Chemical Release Reporting: Community Right-to-Know.

Revised 9-18-2002

The following uses of hazardous chemicals are exempt. Contractors do **not** need to report the following uses of hazardous chemicals:

- Research laboratory use of hazardous chemicals under direct supervision of a qualified researcher. Activities conducted outside the laboratory must be reported.
- Solid manufactured articles that do not release hazardous chemicals during normal use. Examples include batteries, computers, light bulbs, transformers,
- Use of consumer products that are available to the general public and are used in a similar manner. Examples include household cleaning products, household maintenance and repair products, paints, fertilizers, and pesticides available to the general public.

CHEMICAL USAGE REPORT (Attachment 5)

Instructions: Complete this form and provide a Material Safety Data Sheet (MSDS) for **ALL PRODUCTS AND/OR CHEMICALS** that the Contractor will bring onto NCI-Frederick. The Contractor must provide this Chemical Usage Report and MSDS to the Contracting Officer prior to bringing any products and/or chemicals onsite.

Company: _____

Subcontract No./Delivery Order No.: _____

Description of Job (i.e. repainting south wall of animal facility): _____

Location of Job (*i.e.* Building 1071, Room 101):

Chemicals and MSDS

[illegible]

Attach Additional Sheets If Needed

I certify that this information is true and accurate, and that I have listed all products and/or chemicals that will be brought onto NCI-Frederick Property.

Signature _____

Date _____

Print Name _____

Company Name: _____

DAILY PROGRESS REPORT (Attachment 6)

Date: _____ Day of Week: _____

Project Name: _____ Project No.: _____

Project Manager: _____ Field Supervisor: _____

Weather Conditions	8 a.m. Temp.	Sunny	Overcast	Rain	Snow
	1 p.m. Temp.	Sunny	Overcast	Rain	Snow

WORK IN PROGRESS

1. Description of Work Performed:

2. Change Order Work Performed:

Change Order/- Directive #	Activity	Labor Used No./Hrs.	Material/Equipment Delivered	Description of Work Performed

3. Verbal or Written Instruction Given:

Personnel On Site				<u>Equipment Status</u>			
Craft	Foreman	Journeyman	Apprentice	Description	# On Site	# Used	# Not Used
Total							

COMMENTARY

4. Open Issues Requiring Resolution:

5. Delays Encountered:

6. Visitors To Site:

Visitor's Name/Representing	Time		<u>Purpose of Visit</u>	<u>Remarks</u>
	Arr.	Dep.		

7. Safety:

Accidents (Describe briefly):

8. Equipment and Materials Delivered:

9. Testing:

10. General Comments:

Field Supervisor Signature: _____

Date: _____

PART IV - SECTION K (Attachment 9)

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

1. FAR 52.203-2 Certification of Independent Price Determination
2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)
3. FAR 52.204-3 Taxpayer Identification
4. FAR 52.204-5 Women-Owned Business (Other Than Small Business)
5. FAR 52.204-6 Data Universal Numbering System (DUNS) Number
6. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
7. FAR 52.215-6 Place of Performance
8. FAR 52.219-1 Small Business Program Representations
9. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
10. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
11. FAR 52.219-22 Small Disadvantaged Business Status
12. FAR 52.222-21 Certification of Nonsegregated Facilities
13. FAR 52.222-22 Previous Contracts and Compliance Reports
14. FAR 52.222-25 Affirmative Action Compliance
15. FAR 52.222-48 Exemption From Application of Service Contract Act Provisions
16. FAR 52.223-4 Recovered Material Certification
17. FAR 52.223-13 Certification of Toxic Chemical Release Reporting
18. FAR 52.225-2 Buy American Act--Balance of Payments Program Certificate
19. FAR 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate
20. FAR 52.225-6 Trade Agreements Certificate
21. FAR 52.226-2 Historically Black College or University and Minority Institution Representation
22. FAR 52.227-6 Royalty Information
23. FAR 52.230-1 Cost Accounting Standards Notices and Certification
24. -----Certification Regarding Environmental Tobacco Smoke
25. -----Certification of Institutional Policy on Conflict of Financial Interest
26. FAR 15.406-2 Certificate of Current Cost or Pricing Data

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following

Representations and Certifications as part of its proposal (**check/complete all appropriate boxes or blanks on the following pages**).

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

27. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....
.....
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

28. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

29. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

1 Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- 2 All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- 3 The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- 4 Taxpayer Identification Number (TIN).
- ☐ TIN:
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- 5 Type of organization.
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other
- 6 Common parent.
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name
- TIN

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it [] is a women-owned business concern.

31. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

32. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MARCH 1996)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
 - (i) The Offeror and/or any of its Principals --

- (A) Are [], are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [], have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are [], are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

1. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address)

Name and Address of Owner and Operator of the Plant (City, State, County, Zip Code) **or**

2. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCTOBER 2000)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (**Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.**) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (**Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.**) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

- (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) **Definitions.** As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
 - (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE I (OCTOBER 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

3. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the

North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

- (c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months **(check this column if size standard stated in solicitation is expressed in terms of number of employees)** or Offeror's average annual gross revenue for the last 3 fiscal years **(Check this column if size standard stated in solicitation is expressed in terms of annual receipts)**. (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

4. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months **(check this column if size standard stated in solicitation is expressed in terms of number of employees)** or Offeror's average annual gross revenue for the last three fiscal years **(check this column if size standard stated in solicitation is expressed in terms of annual receipts)**. (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less

<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834 2835, 2836	Drugs and Biologics
7045	3572, 3695 5065	ADP Supplies
7110	5021	Office Furniture
7510	5112	Office Supplies

5. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the NAICS Industry Subsectors for which a price evaluation adjustment is applicable.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) **Representations.**
 - (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
 - ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;

- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*
- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
- (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category* can be found at <http://www.arnet.gov/References/sdbadjustments.htm> . Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups. *Because the Commerce Department determination contains SIC Code designations, the matching NAICS codes available at <http://www.census.gov/epcd/www/naicstab.htm> should be consulted to determine whether SDB reform program procurement mechanisms are applicable.)

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm> The offeror shall use the list in effect on the date of this solicitation. AAddress,@ as used in this provision, means the address of the offeror as listed on the Small Business Administration=s register of small disadvantaged business concerns or the address on the completed application that the

concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, Aaddress@ refers to the address of the small disadvantaged business concern that is participating in the joint venture.

6. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

2. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR**

**REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL
AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION
(AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

1. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

2. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING**
(OCTOBER 2000)

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the

United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

3. **52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate, or 52.225-6, Trade Agreements Certificate) apply.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ABuy American Act--Balance of Payments Program--Supplies@ and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.:

Country of Origin:

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

4. **52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for requirements with a value exceeding \$25,000 but less than \$186,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@) and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

NAFTA Country or Israeli End Products:

Line Item No.:Country of Origin:

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program.@ The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:

Country of Origin:

(List as necessary)

- (a) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value exceeds \$25,000 but is less than \$50,000.]

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

Canadian End Products:

Line Item No.:

(List as necessary)

ALTERNATE II (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$53,150.]

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

Canadian or Israeli End Products

Line Item No.:

Country of Origin:

(List as necessary)

1. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ATrade Agreements.@"

- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

1. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 1997)**

- (a) **Definitions.** As used in this provision--Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

- (b) **Representation.** The offeror represents that it--

[] is [] is not a Historically Black College or University;
[] is [] is not a Minority Institution.

2. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

3. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

- ☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (**check one and complete**):

☐ (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or
Federal Official Where Disclosure Statement is to be Filed:

—

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to

children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

5. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)**

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [], is not [] currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

6. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm

Signature

Name

Title

Date of execution***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)